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TERESA WYATT, Individually and On
Behalf of All Others Similarly Situated

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

TERESA WYATT, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

CELLCO PARTNERSHIP, A Delaware General
Partnership d/b/a VERIZON WIRELESS,

Defendant.

Case No.: 07 CV 2265 JM (CAB)

CLASS ACTION

**DECLARATION OF ROY E.
LAFRANCIS, JR. IN OPPOSITION TO
MOTION TO COMPEL ARBITRATION**

Date: May 2, 2008
Time: 1:30pm
Judge: Hon. Jeffrey Miller
Courtroom: 16

I, ROY E. LAFRANCIS, JR., declare as follows:

1) I am counsel for the plaintiff in this action and make this declaration on the basis of my personal knowledge unless otherwise stated.

2) Attached hereto as Exhibit 1, is a true and correct print out of the Sprint customer service agreement I obtained from Sprint's website.

3) Attached hereto as Exhibit 2, is a true and correct copy of the AT&T Wireless customer service agreement I obtained from the Cingular website.

1 4) I declare under penalty of perjury under the laws of the United States that the
2 foregoing is true and correct and that this declaration was signed on the 18th day of April, 2008,
3 at San Diego, California.
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7 ROY E. LAFRANCIS, JR.
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EXHIBIT “1”

☒ Close

Terms & Conditions

Important Service/Product Specific Terms
General Terms and Conditions of Service

Important Service/Product Specific Terms

Your Agreement with Sprint Solutions, Inc. and its affiliates doing business as Sprint, Sprint PCS or Nextel includes terms of your service plan (including those outlined below) and the most recent Sprint Nextel Terms and Conditions of Service ("Ts and Cs") - carefully read these all terms which include, among other things, a MANDATORY ARBITRATION of disputes provision. For business customers only, your Agreement with Sprint Solutions, Inc. also includes (a) the Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions"), and (b) the Wireless Services Product Annex ("Product Terms and Conditions"), both as posted at www.sprint.com/ratesandconditions on the date you signed your wireless service agreement. In the event of conflicting terms or inconsistency for business customers only, your wireless service agreement controls followed by the Product Terms and Conditions, then the Standard Terms and Conditions. For business customers, dispute resolution procedures are described in the Standard Terms and Conditions.

General Terms: If you agree to maintain service for a minimum Term, the Term begins when you accept the Subscriber Agreement (e.g., signature, activate service, use phone, etc.). You may terminate any line of service before its Term ends by calling us, however you will be responsible for an EARLY TERMINATION FEE of up to \$200 ("Fee") for each line/number terminated early - except for terminations consistent with our return policy. Payment of the Fee does not satisfy other obligations owed to us, including Term commitments with other lines or service/equipment charges. We reserve the right to cancel offers early or extend offers without notice. Offers are subject to credit approval. An account spending limit may apply - ask for specific amount. In certain areas, a \$4.99 per month account spending limit fee will apply per line. Monthly service plan charges accrue even if your service is turned off for exceeding your spending limit or non-payment. Offers may not be available everywhere or combinable with other promotions/options. Coverage is not available everywhere and varies by service - see mapping brochures or visit www.sprint.com for details. Monthly charges exclude taxes, Sprint Surcharges, includes USF charge (varies quarterly), Administrative Charge, Regulatory Charge & state/local fees by area (e.g., in some areas up to 16% but in most areas less than 3%). Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Up to a \$36 phone activation fee applies to new activations, certain service plan changes or upgrades of phones or devices ("phones"). A \$25 reconnect fee may apply to reestablish service on all accounts that have been disconnected for nonpayment. A deposit, in most instances between \$50 and \$750 (but sometimes up to \$1000), may be required per line to establish service. Our services will only work with our phones - not all services are available with all phones. Monthly service charges are not refunded or prorated if service is terminated or modified before your billing cycle ends. All phone usage, including incoming/outgoing calls, incurs charges unless specified otherwise. Except where specified, included plan minutes are not good for off-network roaming calls. International roaming rates for voice and data services are additional and will vary. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused monthly plan minutes do not carry forward. Partial minutes of use are rounded up to the next whole minute.

PROMOTIONS, OPTIONS AND OTHER PROVISIONS

Text Messaging: Unused monthly plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, will result in additional charges. International messaging rates may vary.

Mobile-to-Mobile: Only available for calls directly between Sprint phones and/or most Nextel phones (not through Voicemail, 411 or other indirect methods). Not available where a Sprint phone is roaming/off the Nationwide Sprint Network.

One Month Free Offers: If you do not wish to continue with the service after the initial free month, you must contact us prior to the billing end date of your second invoice to avoid regular monthly service charges. Offer may be fulfilled via service credit on the first or second invoice.

GPS Services: Environment may limit GPS location information.

Add-a-Phone: Requires a minimum two-year Term agreement for each line added ("Secondary Line"). The first phone activated on the service plan ("Primary Line") and Secondary Lines may have different Term end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line will become the Primary Line.

Total Equipment Protection: Equipment Replacement Program is insurance underwritten by Continental Casualty Company, a CNA company (CNA) and administered by Asurion Protection Services, LLC, a licensed agent of CNA (Asurion Protection Services Insurance Agency, LLC CA Lic. #OD63161). Please see the Total Equipment Protection brochure available at any participating retail location or visit www.sprint.com for complete terms and conditions of coverage. Terms and conditions are subject to change. May not be available in all states. Eligibility varies by device.

E-Mail: Wireless access to corporate/employee email may require add'l server or server access, licenses, or additional requirements.

Sprint to Home: Monthly charge is invoiced to Sprint wireless account.

SPRINT PHONE SPECIFIC SERVICES

Vision/Power Vision: Services are not available with all Sprint phones. Usage is calculated on a per kilobyte basis and is rounded up to the next whole kilobyte. Rounding occurs at the end of each session or each clock hour and, at which time we deduct accumulated usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your phone, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used. Premium content (games, ringtones, etc.) priced separately. Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Except with phone-as-modem plans, you may not use a phone (including a Bluetooth phone) on a plan with unlimited Vision/Power Vision as a modem in connection with a computer, PDA, or similar device. We reserve the right to deny or terminate service without notice for any misuse. Availability of downloadable or streaming content is subject to change.

Roaming-Included Plans: Not available with single-band phones, or to customers residing outside an area covered by the Nationwide Sprint Network. Sprint may terminate service if (1) more than 800 minutes, (2) a majority of minutes or (3) a majority of data kilobytes in a given month are used while roaming. International calling, including in Canada and Mexico, is not included in roaming-included plans. Roaming usage may be invoiced after 30-60 days. Vision/Power Vision services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas.

Roadside Rescue: Must be with vehicle and have your Sprint Phone with you at the time of service. Limit 4 calls per program year (starts when service is added to your account). Allow approximately 72 hours to provision service to your account. Covers light passenger cars & trucks. Excludes RVs, motorcycles, boats, trailers, limousines, taxis and commercial or heavy-duty vehicles. This is not a reimbursement service and is not valid when operating vehicle off-road. Services are provided by AAA, AAA clubs, CAA clubs and in California, the National Automobile Club and Auto Partners Motor Club, Inc. Sprint is not a motor club.

International Long Distance: Phones must be activated for international service in order to make international long-distance calls. For verification purposes, you may be required to provide additional information and activation of plan may take approximately 1 to 3 days. Rates, mobile termination fees, and available countries at www.sprint.com/internationalrates are subject to change.

Mexico Long Distance: Included Dial Codes: Agua Prieta (633), Alter (637), Ciudad Acuña (877), Ciudad Juárez (656), Ensenada (646), Matamoros (868), Mexicali (686), Naco (633), Nogales (631), Nuevo Laredo (867), Ojinaga (626), Piedras Negras (878), Puerto Palomas (656), Reynosa (899), Rosarito (661), San Luis Río Colorado (653), Sonoma (651) Tecate (665), & Tijuana (664).

NEXTEL PHONE SPECIFIC SERVICES

International Direct Connect® access: International Direct Connect® calls use Direct Connect minutes included in your plan. (20¢/min.) times # of participants pay-as-you-go charge for services not included in your rate plan or option. International Direct Connect® access available in and between the US and Canada, Mexico, Brazil, Peru, Chile and Argentina.

One Way Messaging Alerts: Alerts are 15¢ per message received by the customer.

Data Services: Data-capable phone required for Nextel Data Service Packs, Nextel Text Messaging, Web Plan, My Nextel Address Book, Mobile Email Enhanced and MobilePics. Pricing for Nextel Data Services Pack is for Private IP addresses only. We reserve the right to restrict usage if it adversely affects network performance. If user is not subscribed to a "DATA ACCESS FOR YOUR PC" Plan, a Data Access Pay-As-You-Go charge is incurred when using network-aware applications such as GPS services and Java-enabled games and services.

NextMail: Usage rates still apply during promotional period. Recording outside the U.S. will incur International Direct Connect® charges.

General Terms and Conditions of Service

Subscriber Agreement: General Terms and Conditions of Service
Para solicitar esta literatura en español, por favor contactar a 1-800-777-4681.

Basic Definitions In this document:

- (1) "we," "us," "our," "Nextel," and "Sprint" mean Sprint Solutions, Inc. and its affiliates doing business as Sprint, Sprint PCS or Nextel;
- (2) "you," "your," "customer," and "user" mean an account holder or user with us;
- (3) "Device" means any phone, device, accessory or other product we sell to you or that is active on your account with us; and

(4) "Service" means our offers, rate plans, options, wireless services or Devices on your account with us.

The Subscriber Agreement

The Subscriber Agreement ("Agreement") is a contract under which we provide and you accept our Services. In addition to these Terms and Conditions of Service ("Ts&Cs"), there are several parts to the Agreement, including, but not limited to, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you. It is important that you carefully read all of the terms of the Agreement.

Services Covered By These Ts&Cs & Additional Terms

These Ts&Cs apply to our standard wireless Services and any other Service we offer you that references these Ts&Cs. Different terms will apply to most business accounts. Additional terms will apply when you use certain Services, typically those you can access online (for example, picture/video Services, online forums, etc.). Additional terms will also apply if you activate Services as part of a bundle with another company's services (for example, cable services, home phone services, etc.). The additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing/payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services). You will be provided details on any additional terms with your selection of any bundled Service.

Our Policies

Services are subject to our business policies, practices and procedures ("Policies"), including, but not limited to, our Privacy Policy and Acceptable Use Policy and Visitor Agreement - both available at our website. You agree to all of our Policies when you use our Services. Our Policies are subject to change at anytime with or without notice.

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) sign a contract with us on paper or electronically; (b) accept Agreement through an oral or electronic statement; (c) attempt to or in any way use the Services; (d) pay for the Services; or (e) open any package or start any program that says you are accepting the Agreement when doing so. If you don't want to accept the Agreement, don't do any of these things.

Term Commitments & Early Termination Fees

Many of the Services (for example, rate plans and Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1 or 2 years ("Term Commitment"). You will be charged a fee ("Early Termination Fee") for each line of Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement). Early Termination Fees are a part of our rates. Your exact Term Commitment and Early Termination Fee may vary based on the Services you select and will be disclosed to you during the sales transaction. Carefully review any Term Commitment and Early Termination Fee requirements prior to selecting Services. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment. As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.

When You Don't Have To Pay An Early Termination Fee

You aren't responsible for paying an Early Termination Fee when terminating Services: (a) provided on a month-to-month basis; (b) consistent with our published trial period return policy; or (c) in response to a materially adverse change we make to the Agreement as described directly below.

Our Right To Change The Agreement & Your Related Rights

We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. We will provide you notice of material changes, and may provide you notice of non-material changes, in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). If a change we make to the Agreement is material and has a material adverse effect on Services under your Term Commitment, you may terminate each line of Service materially affected without incurring an Early Termination Fee only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made. If you do not cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

Our Right To Suspend Or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason, including, but not limited to: (a) late payment; (b) exceeding an Account Spending Limit ("ASL"); (c) harassing/threatening our employees or agents; (d) providing false information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement; (g) breaching the Agreement, including our Policies; (h) providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications; or (j) if we believe the action protects our interests, any customer's interests or our network.

Your Ability To Change Services & When Changes Are Effective

You typically can change Services upon request. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require you to accept a new Term Commitment. Changes to Services are usually effective at the start of your next full invoicing cycle. If the changes take place sooner, your invoice may reflect pro-rated

charges for your old and new Services.

Your Right To Terminate Services

You can terminate Services at any time by calling us and requesting that we deactivate all Services. You are responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services. Except as provided above, you must also pay us an Early Termination Fee for each line of Service that you terminate early.

Credit Checks & Credit Information

We agree to provide you Services on the condition you have and maintain satisfactory credit according to our standards and policies. You agree to provide information we may request or complete any applications we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services, or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

Account Spending Limits ("ASL")

An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. We reserve the right to determine which charges count towards an ASL. If you have an ASL, we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due. We may impose or increase an ASL at any time with notice. An ASL is for our benefit only and should not be relied on by you to manage usage.

Deposits & Returning Deposits

We may at any time require a deposit, as a guarantee of payment, for you to establish or maintain Service ("Deposit"). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You can't use a Deposit to make or delay payments. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won't earn interest and we reserve the right to return the Deposit as a credit on your invoice at anytime. If your Services are terminated for any reason, we may keep and apply your Deposit to any outstanding charges. We'll send any remaining portion of the Deposit to your last known address within 90 days after your final invoice - if it is returned to us, we will forward it on to the appropriate state authorities to the extent required by law.

Restrictions On Using Services

You can't use our Services: (a) to transmit content/messages that are, or in any manner that is, illegal, fraudulent, threatening, abusive, defamatory, or obscene; (b) in a way that could cause damage or adversely affect our customers, reputation, network, property or Services; (c) to communicate any unsolicited commercial voice, text, SMS, or other message; (d) to infringe on the copyright of another, or upload or transmit any "virus," "worm," or malicious code; or (e) in any way prohibited by the terms of our Services, the Agreement or our Policies.

Your Device, Number & E-mail Address; Caller ID

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the manufacturer. The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through. Your Device is designed to be activated on the Sprint network and in other coverage areas we make available to you. As programmed, it will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them. Your CDMA Sprint PCS phone has a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. If you wish to obtain the software program lock code for your CDMA Sprint PCS phone, please visit Sprint.com or call 1-888-211-4727 for information and eligibility requirements.

Porting/Transferring Phone Numbers

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, that is considered a request by you to us to terminate all of the Services associated with that number. You're responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.

Coverage; Where Your Device Will Work

Our coverage maps are available at our stores and on our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. Our coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, your Device, structures, buildings, weather, geography, topography, etc.), may result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage.

Roaming

"Roaming" typically refers to coverage on another carrier's network that we make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up. You can pick up roaming coverage both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including data Services, voicemail, call waiting, etc.).

About Data Services & Content

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (third party websites, games, ringtones, etc.). We make absolutely no guarantees about the Data Content you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors. Data Content from third parties may also harm your Device or its software. To protect our network, Services, or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data you can transfer, or otherwise limit or terminate Services. If we provide you storage for Data Content you have purchased, we may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services.

Specific Terms & Restrictions On Using Data Services

In addition to the rules for using all of our other Services, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous heavy traffic or data sessions; and (2) as a substitute or backup for private lines or frame relay connections. We reserve the right to limit, suspend or constrain any heavy, continuous data usage that adversely impacts our network performance or hinders access to our network. If your Services include web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, Sprint Mobile Broadband card plans, wireless router plans, etc.).

Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program or other fees to establish or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

Account & Service Charges; Pro-rating; Unused Minutes

You are responsible for all charges associated with your account and the Services on your account, no matter who adds or uses the Services. Charges include, but are not limited to, the monthly recurring charges, usage charges, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you. If you (the account holder) allow end users to access or use your Devices, you authorize end users to access, download and use Services.

How We Calculate Your Charges For Billing Purposes

Regular Voice Calls: We round up partial minutes of use to the next full minute. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're charged for all calls that connect, even to answering machines. You won't be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you're charged from the time shortly before the Device starts ringing until you press END or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (e.g., Nights and Weekend plans), you're charged for the entire call based on the rate that applies to the time period in which the call starts.

Direct Connect Charges: Charges for Direct Connect calls are billed to the person who starts the call and calculated by multiplying the duration of the call by the applicable rate and number of participants. You're charged at least 6 seconds of airtime for each call you start; subsequent communications in the same call are rounded up to and billed to the next second. Time begins when you press any button to start a Direct Connect call and ends approximately 6 seconds after completion of a communication to which no participant responds - subsequent Direct Connect communications are considered new calls. Depending on your plan, nationwide Direct Connect, International Direct Connect or Group Connect calls may use the local Direct Connect minutes in your plan and result in additional charges. Responses to call alert transmissions are treated as new Direct Connect transmissions even when responding within 6 seconds of receiving the alert. Direct Connect billing methods are subject to change as we introduce new Nextel Direct Connect Services.

Data Usage: Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes and megabytes - not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), and 1024 KB equals 1 megabyte. Bytes are rounded up to kilobytes, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session, and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data network, you may incur data charges. Examples of data you will be charged for

includes the size of a requested file or Data Content (game, ringer, etc.), web page graphics (logos, pictures, banners, advertisement, etc.), additional data used in accessing, transporting and routing the file on our network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage - for example, the size of downloadable files - are not reliable predictors of actual usage. Your bill won't separately list the number of KB attributed to a specific action/data session.

Your Bill

Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance) and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time. Your bill may also include other important notices (for example, changes to this Agreement, to your Service, legal notices, etc.). Your paper bill may not include individual call detail. Your call detail is available online. Paper bills with call detail may be subject to an additional charge. If you choose internet billing, you will not receive paper bills.

Your Payments; Late Fees

Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned checks or other payments paid by you and denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or other similar secure form of payment at any time for good reason.

Taxes & Government Fees

You agree to pay all federal, state and local taxes, fees and other assessments that we're required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice. If you're claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

Surcharges

You agree to pay all surcharges ("Surcharges"), which include, but are not limited to: Federal Universal Service, various regulatory fees, Sprint administrative charges, gross receipts charges, and charges for the costs we incur in complying with governmental programs. Surcharges are not taxes and are not required by law. They are rates we choose to collect from you and are kept by us in whole or in part. The number and type of Surcharges may vary depending upon the location of your primary billing address and can change over time. We determine the rate for these charges and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, since some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.

Disputing Charges - You Must Still Pay Undisputed Charges

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period - undisputed charges must still be paid as stated on your bill.

Protecting Our Network & Services

We can take any action to: (1) protect our network, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications and usage - for example, message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, etc. For additional information on what we do to protect our customers, network, Services and equipment, see our Acceptable Use Policy and Visitor Agreement at our website.

Your Privacy

You agree to the terms of our Privacy Policy, available at our website, when you use our Services. This policy may change from time to time, so review this policy with regularity and care. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). Also, to ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services.

We encourage you (the account holder) to protect the privacy of your account information by establishing passwords (including for your online accounts), which may include an answer to a backup shared secret question. These authenticators will be used when

you access your account. This is the most effective way for you to protect your account. We treat the holder of your password(s) and/or your answer to a backup shared secret question as an authorized person on your account. Please do not share your authentication information with anyone that you do not wish to have access to your account. You agree that we may contact you in our discretion about important account related matters through the contact information you provide, through the Services or Devices to which you subscribe or through other available means. We also may allow you to set preferences for your preferred means of contact.

As we provide telecommunications Products and Services to you (the account holder), we develop information about the quantity, technical configuration, type and destination of telecommunications Products and Services you use, as well as some other information found on your bill ("CPNI"). Under federal law, you have the right, and we have a duty, to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. For some accounts with a dedicated Sprint representative, we may rely on contacting your pre-established point of contact as the standard authentication measure.

Location Based Services

Our network generally knows the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. The terms and conditions of any location-sensitive service that you purchase from us may provide more information about how location information is used and disclosed. Use of some of location-sensitive services may require network coverage. If any Device on your account uses a location-sensitive service, you (the account holder) authorize the end user to download, access and use location sensitive services and agree to clearly and regularly notify the end user of your Device that their location may be tracked or discovered. For additional information on location-sensitive services, see our Privacy Policy at our website.

911 Or Other Emergency Calls

Public Safety Officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (e.g., whether your Device is GPS enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911"), where enabled by local emergency authorities, uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911 - you should follow voice prompts when interacting with emergency service providers employing IVR systems to screen calls.

If Your Device Is Lost or Stolen

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

Disclaimer of Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

You Agree We Are Not Responsible For Certain Problems

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted calls/messages, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services, (g) information or communication that is blocked by a spam filter, or (h) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts.

You Agree Our Liability Is Limited - No Consequential Damages.

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION

We Agree To First Contact Each Other With Any Disputes

We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by calling or writing us as instructed

on your invoice. We will contact you by letter to your billing address or on your Device.

Instead Of Suing In Court, We Each Agree To Arbitrate Disputes

We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

- (1) "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement, including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated - this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.
- (2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent to your billing address and notice to us will be sent to: General Counsel; Arbitration Office; 2001 Edmund Halley Drive VARESP0513-502; Reston, Virginia 20191. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.
- (3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.
- (4) The arbitration will be administered by the National Arbitration Forum ("NAF") under its arbitration rules. If any NAF rule conflicts with the terms of the Agreement, the terms of the Agreement apply. You can obtain procedures, rules, and fee information from the NAF at 1-800-474-2371 or www.adrforum.com.
- (5) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of your last billing address. The federal or state law that applies to the Agreement will also apply during the arbitration.
- (6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.
- (7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above: (a) \$25 if you are seeking less than \$1,000 from us; or (b) the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

Exceptions To Our Agreement To Arbitrate Disputes

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

Indemnification

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions, including, but not limited to, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" section), failure to safeguard your passwords, backup question to your shared secret question or other account information, or violating this Agreement, any applicable law or regulation or the rights of any third party.

Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice in your bill, correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on your home phone or Device, by voice message on your Device or home phone, or by text message on your Device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of

the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements - you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial), survive termination of Services.

Close Window

EXHIBIT “2”

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Service Agreement

By checking "I have read and agree to the service agreement", you will be bound to the following with regard to your use of the GoPhone® service:

- 1) The Terms of Service, including the binding arbitration clause
 - 2) The "Plan Terms" and other information regarding your Rate Plan contained on the Rate Plan page
 - 3) The terms and conditions and other information regarding features provided on the page where you selected your features.
- Printed materials containing much of this information will also be provided to you. Go to wireless.att.com/learn/popups/return-policy-popup.jsp for information about the 30 day return policy.

GOPHONE TERMS OF SERVICE: "AT&T" or "we," "us" or "our" refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. "You" or "your" refers to the person or entity that is the customer of record. These GoPhone Terms of Service is an agreement between AT&T and you ("Agreement.") PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. PLEASE NOTE: This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to you in the event of a dispute.

CHARGES: You are responsible for paying all charges for or resulting from services provided under this Agreement. Charges may include, without limitation: airtime, roamer, recurring monthly service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon AT&T. AT&T may add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges. You agree to pay for incoming and outgoing calls to and from your phone. AIRTIME AND OTHER MEASURED VOICE USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS AND IS ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR CHARGING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR CHARGING PURPOSES. AT&T CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan or additional features that include a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as part of such rate plan, any unused allotment of services from one monthly period will not carry over to the next monthly period. Additional charges may apply for detailed information about your usage of services. Charges for usage of services on networks maintained by other carriers may be delayed. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time; however, there will be no charged time for unanswered incoming calls. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. If your wireless phone or other device ("Equipment") is lost or stolen, you will be responsible for all charges incurred on your phone number until you report the theft or loss and provide a police report number to us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any monthly service fees.

DISPUTES: WITHIN 100 DAYS OF THE DATE OF ANY EVENT GIVING RISE TO A DISPUTE, YOU MUST NOTIFY US IN WRITING AT AT&T, BILL DISPUTE, SUITE 1400, 5565 GLENRIDGE CONNECTOR, P.O. BOX 16, ATLANTA, GA 30342 ("AT&T'S ADDRESS") OF SUCH DISPUTE, INCLUDING A DISPUTE OVER ANY CHARGES AND ANY SERVICE WE PROVIDED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGE OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE.

DISHONORED CHECKS AND OTHER INSTRUMENTS: We will charge you the lesser of \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument tendered by you and returned unpaid by a financial institution (including any credit card chargebacks) for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

CHANGES TO TERMS AND RATES: We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) by such means as AT&T determines to be most practicable, including playing a recorded message when you attempt to place a call or attempt to add funds to your account, sending written notice to the address provided at the time of activation, sending an SMS message to your phone, or by such other means as AT&T may determine. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE IN ADVANCE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

EQUIPMENT: Your Equipment must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. We may periodically program your Equipment remotely with system settings for roaming service and other features that cannot be changed manually. Roaming service is the use of your Equipment outside our service area. Equipment purchased from AT&T or its authorized dealers is sold exclusively for use with AT&T GoPhone service. It may not function on other wireless networks. By purchasing this Equipment, you agree to activate and use it on GoPhone service.

TERMINATION: Either party may terminate this Agreement at any time on advance notice to the other party. AT&T may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if you fail to make all required payments when due or if we have reasonable cause to believe that your equipment is being used for an unlawful purpose or in a way that may adversely affect our service. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

SERVICE LIMITATIONS; LIMITATION OF LIABILITY: Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) or certain websites in our sole discretion. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Equipment, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by AT&T; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period your service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, AT&T shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your service with AT&T. AT&T is not liable to you for changes in operation, equipment or technology that cause your Equipment or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ACCOUNT ACCESS: You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you. An account password will be assigned to you. In order to protect the security of your account, you should change this password as soon as possible after your account is activated. If you do not change your password, your account may not be secure.

VOICEMAIL SERVICE: We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

DISPUTE RESOLUTION BY BINDING ARBITRATION: Please read this carefully. It affects your rights. Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 800-331-0500. In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. AT&T will pay all costs of arbitration, no matter who wins, so long as your claim is not frivolous. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), AT&T will pay you and your attorney a special premium if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute. **Arbitration Agreement:** (1) AT&T and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement. References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or equipment under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce; and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement. (2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: General Counsel, AT&T Mobility LLC, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at: att.com/wirelessarbitrationforms. (3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information, that is designed for non-lawyers, about the arbitration process at att.com/arbitration-information. All issues are for the arbitrator to decide, including the scope of this arbitration provision, but the arbitrator is bound by the terms of this Agreement. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. (4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is: (a) equal to or less than the greater of \$5,000 OR the maximum claim that may be brought in small claims court in the county of your billing address; AND (b) greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, THEN AT&T will: (a) pay you the greater of: \$5,000 OR the maximum claim that may be brought in small claims court in the county of your billing address ("the premium") instead of the arbitrator's award; AND (b) pay your attorney, if any, twice the amount of attorneys' fees your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium"). If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the premium and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the premium and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award. (6) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. (7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change and require AT&T to adhere to the language in this provision if a dispute between us arises.

MISCELLANEOUS: This Agreement, any applicable rate summary sheet, the terms included in the rate brochure(s) describing your

plan and services, terms of service for products and services not otherwise described in this Agreement or the brochure that are posted on a AT&T website and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. AT&T may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your address of record on your account shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version. **Connecticut Customers: Questions About Your Service:** If you have any questions or concerns about your service, please call Customer Care at: 1-800-331-0500 or dial 611 from your wireless phone. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: www.state.ct.us/dpuc; Phone: 800-382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

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CERTIFICATE OF SERVICE

I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on April 18, 2008.

Date: April 18, 2008

A handwritten signature in black ink, appearing to read "Roy E. LaFrancis Jr.", is written over a horizontal line.